IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	
James E. Boring)	Case No. 18-22609 CMB
Terrie L. Boring,)	Chapter 13
Debtors)	Docket No.
)	
)	
James E. Boring)	
Terrie L. Boring,)	
Movants)	
)	
VS.	Ć	
	Ć	
Ronda J. Winnecour, Trustee,	Ć	
Respondent	ý	
r	,	

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED CHAPTER 13 PLAN DATED JULY 23, 2018

- Pursuant to 11 U.S.C. Section 1329, the debtors have filed an Amended Chapter
 Plan dated June 25, 2020 that is attached hereto. Pursuant to the Amended
 Chapter 13 Plan, the debtors seek to modify the confirmed Plan in the following particulars:
 - a. The Chapter 13 Plan payment will decrease to \$1,900.00 effective July 2020.
 - b. The Chapter 13 Plan term is being extended to 60 months.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors in the following particulars:
 - a. Not Applicable.
- 3. The debtors submit that the reasons for the modification are as follows:

- a. The Chapter 13 Plan payment is being decreased to allow for a more affordable payment as wife Debtor has been laid off due to Covid-19.
- b. The Chapter 13 Plan term is being extended pursuant to the CARES Act.
- 4. The debtors submit that the requested modification is being proposed in good faith and not for any means prohibited by applicable law. The debtors further submit that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modification being sought by way of this Amended Chapter 13 Plan.

WHEREFORE, the debtors respectfully request that this Court enter an Order confirming the Amended Chapter 13 Plan and for such other relief the Court deems equitable and just.

Respectfully submitted,

/s/ Lauren M. Lamb

June 25, 2020 DATE

Lauren M. Lamb, Esquire Attorney for the Debtors STEIDL & STEINBERG Suite 2830 – Gulf Tower 707 Grant Street Pittsburgh, PA 15219 (412) 391-8000 PA I. D. No. 209201 Fax No. (412) 391-0221

llamb@steidl-steinberg.com

Case 18-22609-CMB Doc 99 Filed 06/25/20 Entered 06/25/20 15:17:22 Desc Main Document Page 3 of 11

Fill in this info	ormation to identify yo	ur case:						
Debtor 1	James First Name	E. Middle Name	Boring Last Name		\boxtimes	Check if this is		
Debtor 2 (Spouse, if filing)	Terrie First Name	L. Middle Name	Boring Last Name			plan, and list be sections of the been changed	e plar	
United States Ba	nkruptcy Court for the West	tern District of Pen	nsylvania		2.1			
Case number	18-22609 CMB							
	District of Pen	-						
Chapter	13 Plan Da	ated: Jun 2	25, 2020					
Part 1: Not	ices							
To Debtors:	This form sets out of indicate that the op rulings may not be o	tion is approp	riate in your ci		that do not	comply with loca	al rul	
	In the following notice	to creditors, you	ı must check ead	ch box that applies.				
To Creditors:	YOUR RIGHTS MAY	BE AFFECTED	BY THIS PLAN	. YOUR CLAIM MAY	BE REDUCED	, MODIFIED, OR	ELIM	INATED.
	You should read this pattorney, you may wis			your attorney if you ha	ave one in this	bankruptcy case.	If you	ı do not have a
	ATTORNEY MUST F THE CONFIRMATION PLAN WITHOUT FUI	FILE AN OBJEC N HEARING, U RTHER NOTICE	CTION TO CONI INLESS OTHER E IF NO OBJECT	YOUR CLAIM OR A FIRMATION AT LEAS RWISE ORDERED BY TION TO CONFIRMA OOF OF CLAIM IN O	ST SEVEN (7) THE COURT TION IS FILED	DAYS BEFORE . THE COURT I . SEE BANKRUI	THE I MAY PTCY	DATE SET FO CONFIRM TH RULE 3015.
		e following iten	ns. If the "Incl	e. Debtor(s) must ch luded" box is unche lan.				
payment	the amount of any clai or no payment to th such limit)					Included	•	Not Included
	of a judicial lien or no l (a separate action wil				st, set out in	Included	•	Not Included
I.3 Nonstanda	rd provisions, set out	in Part 9				○ Included	•	Not Included
Dort 2	. D							
Part 2: Pla	n Payments and Ler	ngth of Plan						
1 Debtor(s) will	make regular payment	ts to the trustee):					
Total amount of	of \$ <u>1,900.00</u> pe	er month for a r	remaining plan to	erm of 60 months	shall be paid	to the trustee fro	m futı	ıre earnings as
Payments	By Income Attachmen	it Directly by [Debtor	By Automated Ba	ank Transfer			
D#1	\$1,900.00		\$0.00	\$0.0	00			
D#2	\$0.00		\$0.00	\$0.0	00			
	ments must be used by	alabana banina			posit recipients			

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2.2	Additional payments:							
	Unpaid Filing Fees available funds.	. The balance of \$	sh	nall be fully paid b	y the Trustee to	the Clerk of	the Bankruptcy	Court from the first
	Check one.							
	None. If "None" is o	checked, the rest of Se	ection 2.2 need not	be completed or	reproduced.			
		make additional pay each anticipated pay		stee from other s	sources, as spe	cified belov	v. Describe the	source, estimated
2.3	The total amount to be plus any additional so				y the trustee b	ased on th	ne total amount	of plan payments
Pai	t 3: Treatment of	Secured Claims						
 3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts. Check one. None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes re the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. An arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automat ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph. 								stee. Any existing automatic stay is
	Name of creditor	will cease, and all sec	Collateral		Current installm paymen	ent	Amount of arrearage (if any)	Start date (MM/YYYY)
	Lakeview Loan Ser Acct # ending in 57	-	571 Harmony Road New Brighton, PA		\$1,	146.19	\$19,882.92	08/2020
	Insert additional claims a	as needed.						
3.2	The remainder of the below. To each secured claim Amount of secured claim. The portion of any allow amount of a creditor's s	checked, the rest of So his paragraph will be quest, by filing a sep listed below, the deb n. For each listed claim ed claim that exceeds becured claim is listed	ection 3.2 need not e effective only if parate adversary p stor(s) state that th m, the value of the s the amount of the d below as having	the applicable be proceeding, that the value of the secured claim will be secured claim who value, the creations are the creations and the creations are the	reproduced. ox in Part 1 of the court determination of the court determina	nis plan is on the value of the	checked. The of the secured of the secured of the secured of the color of the color of the treated in its expectation.	umn headed below. Part 5. If the
	unsecured claim under F Name of creditor	Part 5 (provided that a Estimated amount		r of court is obtain Value of	Amount of	Amount o	3 ,	Monthly
		of creditor's total claim (See Para. 8 below)		collateral	claims senior to creditor's claim	secured claim	rate p	payment to creditor
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00

Debtor(Case else-22609FCMB BorDOC 99 Filed 06/25/20 Page 5 of 11 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate **USX Federal Credit Union** 2010 Chevrolet Traverse \$14.525.19 6% \$463.67 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral **Modified principal** Interest Monthly payment balance* rate or pro rata \$0.00 0% \$0.00 Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one. None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced. The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon

confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Steidl and Steinberg	In addition to a retainer of \$	1,100.00	of which \$50	00.00 _v	vas a
payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf o	of the debtor,	the amount o	f \$ <u>3,400.00</u>	is
to be paid at the rate of \$200.00 per month. Including any retain	ner paid, a total of \$	in fees and	costs reimbur	sement has	been
approved by the court to date, based on a combination of the no	o-look fee and costs deposit	and previous	ly approved	application(s	s) for
compensation above the no-look fee. An additional \$1,500.00 w					
additional amount will be paid through the plan, and this plan contain	ns sufficient funding to pay tha	t additional a	mount, withou	ut diminishin	ig the
amounts required to be paid under this plan to holders of allowed unse	cured claims.				
Check here if a no-look fee in the amount provided for in Local Bar	nkruptcy Rule 9020-7(c) is being	g requested fo	or services rei	ndered to the	е

debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of

compensation requested, above). 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

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4.5	Priority	Domestic	Support C	bligations no	t assigned or	owed to a	governmental unit.
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	If the debtor(s) is/are currently paying Domesti debtor(s) expressly agrees to continue paying an						
	Check here if this payment is for prepetition	arrearages only.					
	Name of creditor (specify the actual payee, e.g SCDU)	. PA Description		Claim	Monthly payment or pro rata		
				\$0.00	\$0.00		
	Insert additional claims as needed.						
1.6	.6 Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. Check one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires the payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid						
			_	\$0.00			
	Insert additional claims as needed.						
.7	Priority unsecured tax claims paid in full.						
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods		
	Internal Revenue Service	\$4,341.45	Income	0%	2014-2015		
	Insert additional claims as needed.						

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Part	. o.	

Treatment of Nonpriority Unsecured Claims

E 4	Nonwinder unaccured eleimo not concustally ele	and if in d			
5.1	Nonpriority unsecured claims not separately cla	assined.			
	Debtor(s) ESTIMATE(S) that a total of \$0.00	_ will be available for dis	tribution to nonpriority unsec	cured creditors.	
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.		paid to nonpriority unsecur	ed creditors to comply	with the liquidation
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within t included in this class.	plan base will be determitors is 0 %. To unless all timely filed cla	ined only after audit of the phe percentage of payment rims have been paid in full.	olan at time of complet may change, based up Thereafter, all late-filed	tion. The estimated on the total amoun d claims will be paid
5.2	Maintenance of payments and cure of any defau	ult on nonpriority unsec	ured claims.		
	Check one.				
	None. If "None" is checked, the rest of Section	•	·		and the land
	The debtor(s) will maintain the contractual inst which the last payment is due after the final p amount will be paid in full as specified below a	olan payment. These pay	ments will be disbursed by		
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	
	Insert additional claims as needed.		_	-	
5.3	Postpetition utility monthly payments.				
	The provisions of Section 5.3 are available only monthly combined payment for postpetition utility so not change for the life of the plan. Should the util amended plan. These payments may not resolve debtor(s) after discharge.	services, any postpetition ity obtain a court order a	delinquencies, and unpaid suthorizing a payment chang	security deposits. The le, the debtor(s) will be	claim payment will required to file an
	Name of creditor	Monthly pay	ment Postpetit	ion account number	

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

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5.4	Other separately classified	nonpriority unsecured claims.					
	Check one.						
	None. If "None" is checked	ed, the rest of Section 5.4 need not be	completed or repro	oduced.			
	The allowed nonpriority u	nsecured claims listed below are separa	ately classified and	d will be treated as follo	ows:		
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	rate p	Estimated total payments by trustee	
				\$0.00	0%	\$0.00	
	Insert additional claims as nee	eded.					
Par	rt 6: Executory Contra	cts and Unexpired Leases					
	<u> </u>	ed, the rest of Section 6.1 need not be out installment payments will be disk			yments will be	disbursed by the	
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated to payments by trustee	•	
			\$0.00	\$0.00	\$0.00		
	Insert additional claims as nee	eded.	_		_		
Par	rt 7: Vesting of Proper	ty of the Estate					
7.1	Property of the estate shall r	not re-vest in the debtor(s) until the d	lebtor(s) have co	mpleted all payments	under the conf	firmed plan.	

Part 8: General Principles Applicable to All Chapter 13 Plans

- This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions 9.1 Check "None" or List Nonstandard Plan Provisions. None. If "None" is checked, the rest of part 9 need not be completed or reproduced. Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective. The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to

court approval after notice and a hearing upon the filing of an appropriate motion.

The Chapter 13 Plan term is being extended as per the CARES Act.

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Part 10: Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X/s/ Lauren M. Lamb	DateJun 25, 2020	
Signature of debtor(s)' attorney	MM/DD/YYYY	

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 9